

Appeal from decision of Utah State Office, Bureau of Land Management, rejecting simultaneous oil and gas lease offer. U-41502.

Affirmed.

1. Oil and Gas Leases: Applications: Drawings

A simultaneous oil and gas lease offer signed in the name of a trust must strictly comply with 43 CFR 3102.5, governing the submission of qualifying statements as a trustee.

2. Estoppel -- Oil and Gas Leases: Applications: Amendments -- Oil and Gas Leases: Applications: Drawings

A person filing a simultaneous offer for an oil and gas lease is presumed to understand the difference between a filing in the name of a trust and a filing in an individual capacity, and despite an allegation that the trust filing was instructed by unspecified Bureau of Land Management personnel, the principles of estoppel may not be invoked to change a defective trust filing into a filing by an individual.

APPEARANCES: Tony C. Nielsen, pro se.

OPINION BY ADMINISTRATIVE JUDGE GOSS

Tony C. Nielsen has appealed from a decision of the Utah State Office, Bureau of Land Management (BLM), dated November 16, 1978, rejecting appellant's simultaneous oil and gas lease offer for failure

to submit qualifying statements as a trustee or make reference by serial number to the record in which such information had previously been filed. Appellant's drawing entry card was drawn first for parcel No. UT-67 at a simultaneous oil and gas lease sale. On the front of the card was printed appellant's name; on the reverse side, however, the offer was signed "Tony C. Nielsen Trust." ^{1/}

The regulation cited by BLM, 43 CFR 3102.5-1, provides:

If the offer is made by a guardian or trustee, a certified copy of the court order authorizing him to act as such and to fulfill in behalf of the minor or minors all obligations of the lease or arising thereunder; his statements as to the citizenship and holdings of each of the minors; and a similar statement as to his own citizenship and holdings under the leasing act, including his holdings for the benefit of other minors. [Emphasis added.]

43 CFR 3102.5-2 provides that an offeror may comply by making reference by serial number to the record in which the required information has previously been filed.

[1, 2] It is well established that the regulation providing for the submission of qualifying statements as a trustee is mandatory and strict compliance therewith is required. Don C. Bell II, Trustee, 42 IBLA 21 (1979); Lyle Quintana Johnson, 1 IBLA 245 (1971). The controlling question, however, is whether the offer was "made by a * * * trustee" as required in the regulation.

In his statement of reasons for appeal, appellant contends that, intending to make an offer on his own behalf, he added the word "Trust" next to his signature at the suggestion of unspecified BLM personnel and that he is otherwise qualified to hold an oil and gas lease in his own name. Under the regulations, an offer could have been filed by an individual or by the trustee of a qualified trust. The fact of the matter is that appellant concluded the offer should be made on behalf of the trust, and no offer whatsoever was submitted by Nielsen as an individual. Neither were the required certifications signed by Nielsen as an individual. Under McKay v. Wahlenmaier, 226 F.2d 35 (D.C. Cir. 1955), any offer must strictly comply with the regulations, particularly where third party rights are involved. Here, the offers of Charlcia L. Curtis and Virginia Strange were drawn with second and third priority.

^{1/} On November 15, 1978, documents were submitted to the BLM State Office for the purpose of qualifying the "Anthony Conrad Nielsen Trust" to hold Federal oil and gas leases. On November 17, 1978, the Utah State Office held that the trust was not so qualified.

In such a situation the offer must be deemed to have been made for the trust, and subject to 43 CFR 3102.5-1. Cf. D. E. Pack (On Reconsideration), 38 IBLA 23, 42-44 (1978).

Compliance with the regulation will not be excused under the theories of estoppel, even assuming, arguendo, that appellant filed for the trust as a result of instructions supplied by BLM personnel. Appellant should have known he had no authority to sign an offer on behalf of the trust. He is presumed to know the difference between an offer on behalf of a trust and an offer in an individual capacity, and he is presumed to know the legal consequences of failure to comply with the regulations regarding individual and trust offers. Cf. University of the Trees, 40 IBLA 74 (1979).

Therefore, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of the Interior, 43 CFR 4.1, the decision appealed from is affirmed.

Joseph W. Goss
Administrative Judge

We concur:

Anne Poindexter Lewis
Administrative Judge

Edward W. Stuebing
Administrative Judge

